

22. Blue Spike, LLC denies the allegations contained in Paragraph 22.
23. Blue Spike, LLC denies the allegations of Paragraph 23.
24. Blue Spike, LLC denies the allegations of Paragraph 24.
25. Blue Spike, LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 25 and therefore denies.
26. Blue Spike, LLC denies the allegations of Paragraph 26.
27. Blue Spike, LLC admits the allegations of Paragraph 27.
28. Blue Spike, LLC denies the allegations of Paragraph 28.
29. Blue Spike, LLC denies the allegations of Paragraph 29.
30. Blue Spike, LLC denies the allegations of Paragraph 30.
31. Blue Spike, LLC denies the allegations of Paragraph 31.
32. Blue Spike, LLC denies the allegations of Paragraph 32.
33. Blue Spike, LLC denies the allegations of Paragraph 33.
34. Blue Spike, LLC denies the allegations of Paragraph 34.
35. Blue Spike, LLC denies the allegations of Paragraph 35.
36. Blue Spike, LLC denies the allegations of Paragraph 36.
37. Blue Spike, LLC denies the allegations of Paragraph 37.
38. Blue Spike, LLC denies the allegations of Paragraph 38.
39. Blue Spike, LLC denies the allegations of Paragraph 39.

COUNTERCLAIMS

1. Blue Spike, LLC denies the allegations set forth previously.¹

¹ Defendant makes reference to “each of the preceding paragraphs.” Defendant’s reference includes Defendant’s response to Plaintiff’s complaint and Defendant’s own affirmative defenses which require no response on the part of the Plaintiff. Plaintiff has attempted to specifically

2. Blue Spike, LLC admits that an actual justiciable controversy exists between Blue Spike, LLC and Cognitec. Any other allegations, Blue Spike, LLC denies, or are not applicable to Blue Spike, LLC.

3. Paragraph 3 contains no allegations requiring an admission or denial.

4. Blue Spike, LLC admits that the exercise of personal jurisdiction over Blue Spike, LLC is proper. Any other allegations, Blue Spike, LLC denies, or are not applicable to Blue Spike, LLC.

5. Paragraph 5 contains no allegations requiring an admission or denial. To the extent Paragraph 5 contains an allegation that Cognitec still has the right to file a motion to transfer venue, Blue Spike, LLC denies the same on the grounds that Cognitec's motion to transfer has been denied and the Court appointed deadline to file any motion to transfer venue has passed.

6. Blue Spike, LLC admits the allegations contained in Paragraph 6.

7. Blue Spike, LLC denies this allegation to the extent it is perceived to apply to Blue Spike, LLC, or alternatively denies it as not being applicable to Blue Spike, LLC.

8. Blue Spike, LLC denies this allegation to the extent it is perceived to apply to Blue Spike, LLC, or alternatively denies it as not being applicable to Blue Spike, LLC.

COUNT ONE
(Declaratory Judgment of Non-Infringement of the '175 Patent)

9. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.

10. Blue Spike, LLC admits the allegations of Paragraph 10.

11. Blue Spike, LLC denies the allegations of Paragraph 11.

12. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 12.

address those allegations in the preceding paragraphs which required a response. Any remaining paragraphs not specifically referenced that require a response, Plaintiff denies.

COUNT TWO
(Declaratory Judgment of Invalidity of the '175 Patent)

13. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.
14. Blue Spike, LLC denies the allegations of Paragraph 14.
15. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 15.

COUNT THREE
(Declaratory Judgment of Non-Infringement of the '494 Patent)

16. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.
17. Blue Spike, LLC admits the allegations of Paragraph 17.
18. Blue Spike, LLC denies the allegations of Paragraph 18.
19. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 19.

COUNT FOUR
(Declaratory Judgment of Invalidity of the '494 Patent)

20. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.
21. Blue Spike, LLC denies the allegations of paragraph 21.
22. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 22.

COUNT FIVE
(Declaratory Judgment of Non-Infringement of the '700 Patent)

23. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.
24. Blue Spike, LLC admits the allegations of Paragraph 24.
25. Blue Spike, LLC denies the allegations of paragraph 25.

26. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 26.

COUNT SIX
(Declaratory Judgment of Invalidity of the '700 Patent)

27. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.

28. Blue Spike, LLC denies the allegations of paragraph 28.

29. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 29.

COUNT SEVEN
(Declaratory Judgment of Non-Infringement of the '472 Patent)

30. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.

31. Blue Spike, LLC admits the allegations of Paragraph 31.

32. Blue Spike, LLC denies the allegations of paragraph 32.

33. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 33.

COUNT EIGHT
(Declaratory Judgment of Invalidity of the '472 Patent)

34. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.

35. Blue Spike, LLC denies the allegations of Paragraph 35.

36. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 36.

COUNT NINE
(Declaratory Judgment of Unenforceability of '472, '700, '494, and '175 Patents Due to Inequitable Conduct)

37. Blue Spike, LLC repeats and incorporates by reference its responses to the allegations contained in the previous paragraphs as if set forth herein.

- 40. Blue Spike, LLC denies the allegations of Paragraph 40.²
- 38. Blue Spike, LLC denies the allegations of Paragraph 38.
- 39. Blue Spike, LLC denies the allegations of Paragraph 39.
- 40. Blue Spike, LLC denies that Cognitec is entitled to the relief it seeks in Paragraph 40.

PRAYER FOR RELIEF

Blue Spike, LLC denies that Defendant is entitled to any of the relief it requests.

**REQUEST FOR RELIEF
PLAINTIFF'S PRAYER FOR RELIEF**

In addition to the relief requested in Plaintiff's Amended Complaint, Blue Spike, LLC respectfully requests a judgment against Defendant as follows:

- (a) That Defendant take nothing by its Counterclaims;
- (b) That the Court award Blue Spike, LLC its costs and attorneys' fees incurred in defending against these Counterclaims; and
- (c) Any and all further relief for the Blue Spike, LLC as the Court may deem just and proper.

Respectfully Submitted,

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² Defendant's Counterclaims contain two paragraphs numbered 40. Plaintiff has responded to the paragraphs sequentially, in the order in which they are presented.

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CERTIFICATE OF SERVICE

I, Randall T. Garteiser, am the ECF User whose ID and password are being used to file this document. I hereby certify that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on this day. Pursuant to Federal Rule of Civil Procedure 5, this document was served via U.S. Mail and electronic means to counsel for Defendant that are not receiving this document via CM/ECF.

/s/ Randall T. Garteiser

Randall T. Garteiser